



July 19, 2018

CERTIFIED MAIL

Article #: 92148969009997901412324392

Ms. Julie McKelvey
Camden Travel Service, Inc.
402 Dicey Ford Road, Suite D
Camden, SC 29020

**Re: Responsible Party Voluntary Cleanup Contract
Protective Technologies; Kershaw County**

Dear Ms. McKelvey:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 18-7408-RP which was executed by the Department on July 18, 2018.

Thank you for your patience and cooperation in this matter. The Department continues to look forward to working with Protective Technologies to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone Lucas Berresford at (803) 898-0747.

Yours very truly,

A handwritten signature in blue ink that reads "Elisa Vincent".

Elisa Vincent, Environmental Health Manager
Division of Site Assessment, Remediation & Revitalization
Bureau of Land and Waste Management

Enclosure

cc: G. Ken Taylor, PG, L&WM (w/ enclosure)
J. Lucas Berresford, L&WM (w/ enclosure)
Buck Graham, Director, Pee Dee Region (w/ enclosure)
Kimberly Kuhn/Shawn Reed/Linda Jackson, L&WM (w/ enclosure)
BLWM File 58719

**VOLUNTARY CLEANUP CONTRACT
18-7408-RP**

**IN THE MATTER OF
PROTECTIVE TECHNOLOGIES, INC. SITE, KERSHAW COUNTY
and
711 MILL STREET ASSOC., LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and 711 Mill Street Assoc., LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Protective Technologies, Inc. Site ("Site"). The Protective Technologies, Inc. property is located at 711 Mill Street, Camden, South Carolina ("Property"). The Property includes approximately 0.46 acres and is bounded generally by Mill Street on the east; commercial and residential properties along York Street to the north; commercial and residential properties along King Street to the south; and residential properties along Fair Street to the west. The Property is identified by the County of Kershaw as Tax Map Serial Number C285-13-00-081. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "711 MSA" shall mean "711 Mill Street Assoc., LLC". 711 Mill Street Assoc., LLC is a South Carolina limited liability company with its

principal place of business located at 711 Mill Street, Camden, South Carolina.

- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. §§ 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership,

Diane Vincent

prospective ownership, or possessory or contractual interest of 711 Mill Street Assoc., LLC.

- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Property ownership information:

711 Mill Street Assoc., LLC	12/1/2006 – Present
Julia R. Gentiles	5/14/2001 – 12/1/2006
Elbert F. & Wilma B. Wyant	4/18/1969 – 5/14/2001
- B. On behalf of Protective Technologies, Inc. and SYNOVUS BANK, ARM Environmental Services, Inc. (ARM) completed a Phase I Environmental Site Assessment (ESA) at the Property. According to the ESA report dated March 27, 2018, the following information was provided:

- i. Protective Technologies, Inc., the current operator at the Property, installs and services cathodic protection systems on underground storage tanks. Protective Technologies, Inc. asserts it maintains a business office at the Property and also uses the building for storage of equipment and supplies.
 - ii. There is a small underground storage tank located beside the southeastern corner of the building. This tank has not been used by the current tenant, but is reported to have been used by Wyant's Garage, which operated as an auto service business out of the building for many years (1970s through the 1990s).
 - iii. The Property was occupied by Freitag's Steel and Welding Company during the early 1960's.
 - iv. The Property has historically been operated as a welding shop, auto service shop, and a warehouse/office since the building was erected in 1959.
- C. ARM completed a Limited Groundwater Assessment at the Property – Phase II ESA (LGA ESE). According to the ARM LGA ESA report dated May 11, 2018, the following information was provided:
- i. ARM installed temporary groundwater monitoring wells on the Property and groundwater samples were collected.
 - ii. Methyl tertiary butyl ether (MTBE), tetrachloroethene (PCE), and trichloroethene (TCE) were detected in the groundwater samples. The PCE and TCE sample results were above the maximum concentration limit (MCL).

RESPONSE ACTIONS

3. 711 MSA agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract, or such earlier or later date if approved by the Department's project manager, a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be

Clara Vincent

implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and 711 MSA's contact person for matters relating to this Contract. 711 MSA shall notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify 711 MSA in writing of any deficiencies in the Work Plan, and 711 MSA shall respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct an Environmental Assessment to determine the source, nature, and extent of soil and groundwater Contamination at the Site.
- B. Submit to the Department an Environmental Assessment Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved Environmental Assessment Work Plan. The Department shall review the report for determination of completion of the Assessment and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to 711 MSA, and 711 MSA shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to 711 MSA a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, 711 MSA shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.
4. 711 MSA shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by 711 MSA.
5. 711 MSA shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by 711 MSA pursuant to this Contract.
6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, or such earlier or later date if approved by the Department's project manager, 711 MSA shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
7. All correspondence by either party to the other shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company or (D) hand delivery to the other party at the address shown below or at

Clise Vincent

such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Kimberly Kuhn
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
kuhnkm@dhec.sc.gov

711 MSA: Mr. Stewart A. McKelvey
711 Mill Street Assoc., LLC
Post Office Box 2250
Camden, South Carolina 29020

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract by 711 MSA, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. 711 MSA shall reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, 711 MSA shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public

participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

711 MSA: Mr. Stewart A. McKelvey
711 Mill Street Assoc., LLC
Post Office Box 2250
Camden, South Carolina 29020

All of 711 MSA's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). 711 MSA and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If 711 MSA is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by 711 MSA.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after 711 MSA has completed the actions required under this Contract, 711 MSA shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of 711 MSA and witnessed, signed, and sealed by a notary public. 711 MSA shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Kershaw County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require 711 MSA or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. 711 MSA or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor or assign.

13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to

Chase Vincent

seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

14. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against 711 MSA for any matters not expressly addressed by and settled through this Contract.

15. Upon successful completion of the terms of this Contract, 711 MSA shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that 711 MSA has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. §§ 44-56-740(A)(5) and (B)(1), will give 711 MSA a Certificate of Completion that provides a covenant not to sue to 711 MSA, its signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that 711 MSA successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, 711 MSA, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

16. 711 MSA and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should 711 MSA elect

to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

17. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by 711 MSA, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in 711 MSA's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;
or
- G. Failure by 711 MSA to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

18. Upon termination of this Contract, the covenant not to sue will be null and void. Termination of this Contract by 711 MSA or the Department does not end the obligations of 711 MSA to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

SIGNATURE Elisa Vincent

19. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL


BY: 
Don L. Siron, Assistant Chief
Bureau of Land and Waste Management
Environmental Quality Control

DATE: 7/18/2018


Reviewed by Office of General Counsel

DATE: 7/17/18

711 MILL STREET ASSOC., LLC


Signature

DATE: 7/13/18

Stewart A. McKelvey, Manager
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Kershaw

Tax Map Serial Number C285-13-00-081

All that piece, parcel or lot of land, with improvements, if any, lying and being in the County of Kershaw, State of South Carolina, in the City of Camden, fronting East on Mill Street for a distance of One Hundred Twenty-four (124) feet and extending back with a uniform width to a depth of One Hundred Sixty-one (161) feet, more or less, and being bounded as follows: NORTH by property now or formerly of estate of E. R. Freitag and property now or formerly of Ernest and Nadine Freitag; EAST by Mill Street; SOUTH by property now or formerly of Gillis; and WEST by property now or formerly of Stein.